

*City of Horn Lake*

State of Mississippi  
County of DeSoto  
City of Horn Lake

**Sewer Easement**

KNOW ALL MEN BY THESE PRESENTS THAT **Colleen H. McLemore and Gerald D. McLemore, Trustees of the William F. McLemore Family Trust**, acting individually, and for, and on the behalf of, their successors, assigns, and any other person claiming the ownership to the property hereinafter described, collectively "Grantor", for and in consideration of the sum of One Dollar (\$1.00), in hand paid and/or the City of Horn Lake's installation of wastewater improvements on and/or for the benefit of my property, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, assign, and convey unto the City of Horn Lake, Mississippi, and its successors and assigns, collectively "Grantee", the right, privilege and easement at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove gravity and/or pressure sanitary sewer line(s), manholes, and other appurtenances for the operation of the City Sewage System, as follows:

1. A temporary ten foot (10') wide construction easement across my property and reasonable access thereto said property being a portion of the Northwest Quarter (NW ¼), in Section 31, Township 1 South, Range 8 West, Horn Lake, DeSoto County, Mississippi, said easement to be located on my property, as described on Exhibit "A". This temporary construction easement shall expire and become null and void upon completion of construction, defined as the time of final payment being made by Grantee to the contractor performing the construction work; and
2. A permanent easement fifteen feet (15') wide, as described on Exhibit "A" on my property, said property being a portion of the Northwest Quarter (NW ¼), in Section 31, Township 1 South, Range 8 West, DeSoto County, Mississippi, along with reasonable access to said permanent easement.

Grantee expressly agrees to remove all fences and vegetation within the aforesaid easements and replace such fences after construction; reconstruct and repair, in a workmanlike manner, any and all pavement, concrete, driveways, or other improvements disturbed due to said construction; and re-establish grass and/or other suitable vegetation within the appropriate areas of the easements after completion of construction; all at no cost to Grantor. With the exception of said fences, Grantor agrees to refrain from placing obstructions within the aforesaid easements.

*Baskin*

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Furthermore, and as additional consideration, Grantor shall be entitled to receive a waiver of the developer tie-in sewer fee for the one (1) manhole to be located near the northwest corner of the property over which this easement is granted. This waiver shall not include any sewer fees imposed by the DeSoto County Regional Utility Authority. During the subject construction, Grantee agrees to install a "stub-out" at such manhole for the benefit of Grantor.

Furthermore, and as additional consideration, Grantee agrees to revise its construction plans to lower approximately 800 feet of sewer line to be approximately three (3) feet below the finished grade of Highway 302/Goodman Road that runs parallel to said section of sewer line.

Furthermore, and for the same consideration, Grantor agrees to cooperate with Grantee in providing any necessary access to said easements. Grantor acknowledges and agrees that Grantee may vacate or abandon these easements at any time, with or without cause, and Grantee expressly reserves such right.

Grantor acknowledges that he/she/they has been advised and understands that he/she/they is entitled to receive just compensation, based upon an appraisal of this property, for this conveyance and for damages, if any, but Grantor desires only the consideration set forth herein and specifically waives any and all claims for further compensation and/or damages and the right to an appraisal.

The parties acknowledge that the easements provided for herein may lie partially within an easement previously conveyed by Grantor to Walls Water Association, Inc. The parties further acknowledge that Walls Water Association, Inc. has consented to the subject construction, to the extent the easements granted to Horn Lake may overlap with the easement granted to Walls Water Association, Inc. and to the extent the subject construction may occur within the easement granted to Walls Water Association, Inc. Said consent is evidenced by Walls Water Association, Inc.'s letter of April 26, 2006, attached hereto as Exhibit "B."

IN WITNESS WHEREOF, the Grantor has executed this Sewer Easement on this 3 day of May, 2006.

GRANTOR:

William F. McLemore Family Trust

Witnessed by:

By: Colleen H. McLemore  
Colleen H. McLemore, Trustee

Billy Capry

By: Gerald D. McLemore  
Gerald D. McLemore, Trustee

APPROVED AND ACCEPTED by the  
City of Horn Lake

By: Nat Baker

NAT BAKER, MAYOR

ATTEST:

Diane T. Stewart  
DIANE T. STEWART, CITY CLERK

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said country and state on this 3 day of May, 2006, within my jurisdiction, the within named Nat Baker and Diane T. Stewart, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Horn Lake, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.

Frances Williams  
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES APRIL 14, 2010  
BONDED THROUGH E-LEGAL NOTARY SERVICE

ADDRESS OF GRANTORS:

6244 Highway 301  
Horn Lake, Mississippi 38637

(W) - N/A  
(H) - 662-781-2404

ADDRESS OF GRANTEE:

Horn Lake City Hall  
3101 Goodman Road  
Horn Lake, Mississippi 38637  
(W) - (662) 393-6178  
(H) - N/A

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

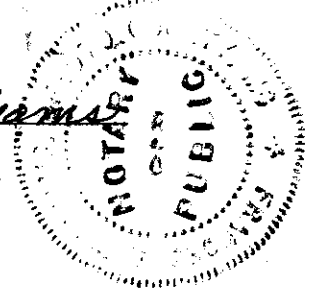
Personally appeared before me, the undersigned authority in and for the said county and state, on this 3 day of May, 2006, within my jurisdiction, Billy C. Campbell, Jr., one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he/she saw the within named COLLEEN H. MCCLEMORE, whose name is subscribed thereto, sign and deliver the same to the City of Horn Lake; and that the affiant subscribed his/her name as witness thereto in the presence of same.

Billy C. Campbell, Jr.  
Witness

Frances Williams  
NOTARY PUBLIC

My Commission Expires:

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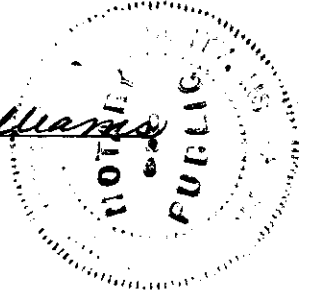


STATE OF MISSISSIPPI  
COUNTY OF Desoto

THIS DAY personally appeared before me, the undersigned authority within and for the State and County aforesaid, GERALD D. MCLEMORE, who acknowledged that he is the Trustee of the William F. McLemore Family Trust, and that in said capacity he signed, executed and delivered the above and foregoing Sewer Easement on the day and year therein mentioned.

Given under my hand and official seal of office, this the 3 day of May, 2006.

Frances Williams  
NOTARY PUBLIC



My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES APRIL 14, 2010  
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15-Foot Sewer Easement (E-7)

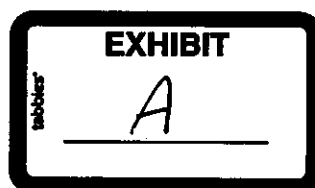
(1-08-9-31-00-0-00003-00)

(1-08-9-31-00-0-00004-00)

A part of the Northwest Quarter of Section 31, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly described as follows:

A 15.0 foot wide strip of land having a centerline beginning at a point on the east right-of-way of Mississippi State Highway 301, said point being 31 feet north of the southwest corner of the McLemore Parcel Number 4, as described in Deed Book 249, Page 666, as recorded in the office of Chancery Clerk, DeSoto County, Mississippi; thence east 27.5 feet to a point; thence northerly and northeasterly parallel and 27.5 feet perpendicular to the east right-of-way of said Highway 301 to a point 27.5 feet south of south right-of-way of Goodman Road (Mississippi Highway 302); thence easterly parallel with and 27.5 feet south of said south right-of-way to the west boundary of the Jerry Hansard property as described in Deed Book 351, Page 253. This easement contains 0.77 acres, more or less.

Also included with the above described easement is a 10 foot wide temporary construction easement located adjacent to that part of said sewer easement running parallel with the east right-of-way of said Highway 301 and located adjacent to the south side of that part of said sewer easement running parallel with said south right-of-way of Goodman Road.



# Walls Water Association, Inc.

6200 Goodman Rd. West • Walls, Mississippi 38680  
(662) 781-3722 • Fax (662) 781-1122

April 26, 2006

Spencer Shields  
Public Works Director  
City of Horn Lake  
3101 Goodman Road  
Horn Lake, MS 38637

Dear Spencer,

The Walls Water Association Board of Directors voted to allow the City of Horn Lake to install a sewer line adjacent to the association's water line for a distance of approximately 300 feet. The location of this site is along Goodman Road from the eastern edge of the old Elvis Presley home going west to Highway 301 where the line will turn south to the point of crossing Highway 301.

The association must insist that the sewer line be placed a minimum of ten (10) feet from our existing 12-inch water line. This is a Mississippi Health Department requirement that must be followed. Sufficient investigation by your contractor must be conducted to insure this distance is maintained between the water and sewer lines.

Walls Water Association is appreciative of your offer to provide the two connections between the Horn Lake Water System and the Walls Water Association's System. These connections will be at Horn Lake Road and Goodman Road and from Holly Grove to Holly Hills Subdivisions. These connection sites will be advantageous to both systems when and if extra water is needed by either system. The only request we have regarding these connections is the installation of a gate valve on each of the systems area. This will prevent accidental flow from one system to the other.

It has been a pleasure working with you on this matter. I feel cooperation between our systems is a great benefit to our customers, and I look forward to our continued cooperation in the future.

Sincerely,

*Wade A. Carter, Jr.*  
Wade A. Carter, Jr., President  
Walls Water Association

WAC:vfb

cc Nat Baker, Mayor  
City of Horn Lake  
Tom Elliott, Engineer  
Walls Water Association

